

**STATE OF WEST VIRGINIA
LAND SALES AND CONDOMINIUM DIVISION
BEFORE THE LAND SALES AND CONDOMINIUM DIRECTOR
CHARLESTON, WEST VIRGINIA 25305**

IN THE MATTER OF:

CASE NO.: 13-0009

**BENEFICIAL BUSINESS
SOLUTIONS**

**SUMMARY ORDER TO CEASE AND
DESIST, SUSPENDING EXEMPTIONS
AND NOTICE OF RIGHT TO
HEARING**

RESPONDENT

SUMMARY ORDER

Pursuant to the authority granted by the West Virginia Real Estate Time-Sharing Act, *West Virginia Code* § 36-9-1 *et seq.* (2013) the Division of Land Sales and Condominiums as administered by the Office of the West Virginia State Auditor (hereinafter "Division") has investigated the activities of the above named entity (hereinafter "Respondent"). As a result of the Division's investigation and upon due consideration thereof, the Director of the Land Sales and Condominium Division, by the authority vested in him to enforce and ensure compliance of the Act, does hereby find as follows:

RESPONDENT

1. Beneficial Business Solutions ("Beneficial") is a business entity with a last known address of 3200 Carlisle Boulevard, Suite 102, Albuquerque, New Mexico, 87110. Beneficial's last known phone number was (505) 349-1567.

FINDINGS OF FACT

2. Paragraph 1 is incorporated by reference as if fully set forth herein.
3. Respondent Beneficial represented itself as a timeshare reseller.
4. In August of 2012, a West Virginia citizen ("Owner") was called by Bruce Wilson, a representative of Beneficial, about selling his timeshare at Sands Ocean Club Resort in Myrtle Beach, South Carolina.
5. The Owner expressed interest in selling his property and several days later Wilson called him back and told him that Lois and David Shapiro had made an offer of \$16,700.00.
6. The Owner accepted the offer.

7. On August 31, 2012, Anne Ellsworth, an Administrative Assistant with Beneficial, emailed the Owner a copy of the purchase agreement allegedly signed by the buyers, as well as a sales agreement. Under the terms of the sales agreement, the sale was scheduled to close within 90 days.
8. Ellsworth instructed the Owner to sign both documents and return them to her along with a check for \$1,999.00 to cover the cost of processing the transaction.
9. The Owner signed both documents and mailed a check for \$1,999 to Beneficial.
10. When he did not received the promised proceeds from the sale, the Owner made several phone calls to Beneficial. Although he left numerous messages on the company's voice mail, no one from Beneficial ever called him back.
11. When the Owner was unable to resolve the matter on his own, he filed a complaint against Beneficial with the West Virginia Attorney General's Office.
12. In February of 2013, the Attorney General's Office referred the complaint to the Division.
13. The Division's investigation revealed that Wilson was the registered owner of Beneficial's website.
14. On February 22, 2013, the Division wrote Wilson and asked him to respond to the Owner's complaint.
15. Wilson never responded to the Division's February 22, 2013 correspondence.
16. The West Virginia Owner has never received a refund and his timeshare was never sold.

CONCLUSIONS OF LAW

17. Paragraphs 1 through 15 are incorporated by reference as if fully set forth herein.
18. Respondent Beneficial failed to furnish a fully completed copy of a statutorily compliant purchase contract, containing all applicable required information pertaining to the sale or resale of the time-share plan in violation of *West Virginia Code* § 36-9-5.
19. Respondent Beneficial failed to honor the request of a purchaser to cancel the contract pertaining to the sale or resale of the time-sharing plan in violation of *West Virginia Code* § 36-9-9(a).
20. Respondent Beneficial misrepresented the purchaser's right to cancel in violation of *West Virginia Code* § 36-9-9(b).

21. Respondent Beneficial failed to refund payments made by the purchaser under the contract in violation of *West Virginia Code* § 36-9-9(c).
22. Respondent Beneficial failed to file with the Division any and all advertising materials used for the sale or resale of time-shares in violation of *West Virginia Code* § 36-9-10(a).
23. Respondent Beneficial failed to maintain statutorily compliant business records in violation of *West Virginia Code* § 36-9-11(a)-(b).
24. Respondent Beneficial failed to pay to the Division the statutorily required annual fee in violation of *West Virginia Code* § 36-9-24.

ORDER

The Director, pursuant to the powers granted in *West Virginia Code* § 36-9-1, *et. seq.*, does hereby **ORDER**:

1. Respondent summarily **CEASE AND DESIST** from soliciting and offering to sell or resell the aforesaid time-share plans or units, either directly or indirectly through officers, directors, employees, representative agent, affiliates, successors or assigns, unless and until compliance with the Act has been achieved and until further Order of the Director.
2. Respondent summarily **CEASE AND DESIST** from contacting West Virginia citizens for the purpose of offering services or advertising materials to sell or resell any time-share or time-share related interest.
3. Any exemptions from the requirements of the Act claimed by the Respondent are hereby summarily **REVOKED AND SUSPENDED** pending final determination of the proceedings herein, and until further Order of the Director pursuant to *West Virginia Code* § 36-9-23(a)-(e)(1-3).
4. Respondents **SHOW CAUSE** within fifteen (15) days after receipt of this Order, through responding to each and every paragraph set forth herein, why this Order should not be made final and permanent and why Respondents should not be ordered to offer rescission to the purchasers of its services.
5. **NOTICE** is hereby given that Respondent may be afforded a hearing in this matter if a written request is made by Respondent, and such request contains a written response to each and every paragraph contained herein. A request for hearing must be in writing and received by the Director within fifteen (15) days after receipt of this Order. If a timely request for a hearing is made, a hearing on this matter will be set for the purpose of determining whether this Order shall be modified, vacated, or made permanent.
6. If the Respondent does not timely show cause or timely request a hearing or fail to attend a duly scheduled hearing in this matter after receiving notice thereof, the allegations

contained in this Order will be deemed true without further proof, Respondents shall be deemed in default, and this Order will become final and permanent without further notice to you and an administrated assessment will be imposed in accordance with *West Virginia Code* § 36-9-23(e).

7. Any violation of this Order will constitute a violation of Chapter 36, Article 9, Section 23 of the Act, and if any such violation comes to the attention of the Director, the matter will be pursued in the Circuit Court, and the Respondent may held liable for further civil or administrative penalties.

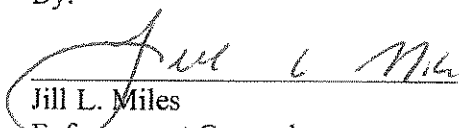
This Order does not prevent the West Virginia Land Sales and Condominium Division from seeking such other civil or criminal remedies that may be available.

ENTERED this 5th day of March 2014.

Glen B. Gainer III
Director of Land Sales and Condominiums

Lisa A. Hopkins, Esquire
Deputy Director of Land Sales Condominiums

By:


Jill L. Miles

Enforcement Counsel

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